

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

DALLY PROPERTIES, LLC,

Plaintiff,

v.

TRUCK INSURANCE EXCHANGE, a
foreign corporation; TRAVELERS
PROPERTY CASUALTY COMPANY OF
AMERICA, a foreign corporation; and
LEXINGTON INSURANCE COMPANY, a
foreign corporation,

Defendants.

Case No. C05-0254L

ORDER ON TRAVELERS' MOTION
TO CLARIFY

This matter comes before the Court on "Travelers' Motion to Clarify or Amend Summary Judgment Order" (Dkt. # 154). Travelers Insurance Exchange ("Travelers") argues that the Court's order of April 5, 2006 (Dkt. # 148) held that Dally could not pursue its collapse coverage claims, but could pursue its wind-driven rain coverage claims. In the concluding paragraph, however, the Court issued a simple denial of Travelers' second motion for summary judgment. Travelers asks the Court in the instant motion to alter the language of final sentence of the prior order for the purpose of making clear the distinction between the different types of

ORDER ON TRAVELERS'
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1 claims. The Court hereby concludes that the reasoning of the prior order was adequate to
2 establish that Dally may not pursue its breach of contract claims to the extent that those claims
3 involve collapse. Travelers' motion to amend the language is therefore DENIED as
4 unnecessary.

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6 DATED this 19th day of April, 2006.

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9 Robert S. Lasnik
10 United States District Judge
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ORDER ON TRAVELERS'
MOTION TO CLARIFY